IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

KORE WIRELESS GROUP, INC., Plaintiff,	Civil Action No.: ____________
v.	**COMPLAINT**
KORE INC.,	**JURY TRIAL DEMANDED**
Defendant.	

Plaintiff KORE Wireless Group, Inc. ("Plaintiff" or "KORE Wireless"), by and through its undersigned attorneys, as and for its Complaint against Defendant Kore Inc. ("Defendant"), alleges and states as follows:

NATURE OF THE ACTION

1. This is an action for trademark infringement, false designation of origin, dilution by blurring, and unfair competition under federal and state law to prevent Defendant from continuing to use and from registering certain confusingly similar "KORE" trademarks, when its competitor, KORE Wireless, has been using KORE-centric trademarks for competing technology and telecommunications services for over a decade. Likewise, this action is to prevent the widespread consumer confusion that is likely to occur, and no doubt is already occurring, because Defendant selected, adopted, and has been knowingly using a suite of confusingly similar marks.

THE PARTIES

2. Plaintiff KORE Wireless is a Delaware corporation located at 3700 Mansell Road, Suite 250, in Alpharetta, Georgia, with customers throughout the United States and a large number of customers in New York.

3. Defendant Kore Inc. is a Delaware corporation with an address at 3780 West Sand Lake Road, Suite 430, Orlando, Florida 32819. Upon information and belief, Defendant transacts business within the state of New York by, without limitation: (i) operating an interactive website (www.kore.com) that is accessible to and directed in part at New York consumers, that also displays the infringing KORE marks and uses them to identify Defendant's technology and telecommunications services; (ii) purposefully directing other advertising and marketing materials into New York, to New York consumers, under the infringing KORE marks, including as part of industry conferences held in New York City (*see, e.g.*, "Events," Kore.com, *available at* www.kore.com/events ("Be sure to connect with us in our hometown of Orlando, New York, San Francisco and everywhere in between." (emphasis added))); and (iv) deliberately causing confusion among New York consumers and diluting Plaintiffs' KORE-centric marks as a result of these activities, described in further detail below.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over KORE Wireless' federal Lanham Act claims pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338.

5. This Court also has subject matter jurisdiction over KORE Wireless' state-law claims pursuant to 28 U.S.C. § 1367(a). Without limitation, the state-law claims are inexorably related to KORE Wireless' federal Lanham Act claims and form a part of the same case or controversy, in that they derive from a common nucleus of operative facts.

6. This Court has personal jurisdiction over Defendant because, as alleged above and detailed below, Defendant is willfully infringing and diluting KORE Wireless' registered and common-law trademarks, which are well-known to New York consumers, and which enjoy a strong reputation and a large amount of goodwill in New York. Furthermore, Defendant has

been transacting business in New York within the meaning of N.Y. C.P.L.R. 302 (New York long-arm statute) and should reasonably expect to be subject to jurisdiction in New York, because it has been purposefully directing infringing materials into New York. The injury to KORE Wireless' reputation, brand, and trademark rights is felt in New York, because a substantial number of KORE Wireless' customers and potential customers are located here, and thus, KORE Wireless is damaged here.

7. Venue is also proper in New York within the Southern District of New York, pursuant to 28 U.S.C. §1391(b). Defendant's infringement is likely to cause confusion among a substantial number of the parties' consumers and potential consumers who reside in New York in New York City. Thus, a substantial portion of the events/omissions giving rise to KORE Wireless' claims are occurring within this judicial district.

STATEMENT OF FACTS

KORE Wireless and its M2M Telecommunications Services

8. KORE Wireless is a machine-to-machine ("M2M") telecommunications world leader and innovator, providing M2M network access worldwide to clients in widely varied industries.

9. M2M telecommunications are those communications that occur between one or more network-connected electronic devices over a telecommunications network. Standard, non-M2M telecommunication services enable individuals to communicate by telephone or access computer networks via their smartphones or tablets. In contrast, M2M telecommunications services enable electronic devices to transmit digital messages to other network-connected electronic devices or computer servers, with or without direct human involvement (hence, "machine-to-machine").

10. M2M telecommunications enable many of today's high-tech network connected services—in particular, those services which comprise "the internet of things." As detailed below, M2M telecommunications enable virtually limitless types of services, from remote logistics and remote security system monitoring, to vehicle fleet management, payment processing terminals, remote utilities usage monitoring, warehouse management, supply-chain management services, and many other services.

11. For example, using M2M telecommunications services:

a. City engineers charged with supplying fresh drinking water to a community can monitor raw water supply, the water treatment process, and the end product (drinkable water), and comply with environmental regulations;

b. Companies offering car rental services can monitor the location of fleet vehicles to determine easily if inventory can satisfy a reservation request;

c. Small business owners can use mobile electronic payment devices to immediately get paid for their products and services, while customers are free to use their preferred payment methods—debit or credit cards;

d. Digital signage coordinators can remotely manage the messages and notices displayed on digital signs;

e. Public utility companies can remotely read customer's usage meters, eliminating the need for human meter readers; and

f. Trucking companies can track the location, speed and status of their vehicles and broadcast messages to drivers.

These are just some examples.

12. Kore Wireless' M2M telecommunications service offerings are extremely varied.

13. For example, some (but not all) M2M telecommunications occur via Short Message Service ("SMS") messaging, the same messaging protocol that enables text messaging between users of standard consumer cellular telephones and that is frequently used to enable Internet messaging between individuals. Some M2M devices use SMS to send data messages to other M2M devices or computer servers. Other M2M devices use SMS to send human-readable text messages to human recipients.

14. Currently, over six million (6,000,000) SMS messages per month are sent over the KORE Wireless network. There are also currently over three million (3,000,000) SMS enabled devices connected to the KORE Wireless network.

15. As a result of its efforts and successes in the foregoing areas, KORE Wireless has become a global leader in M2M telecommunications of all kinds. It now provides unified control and management for cellular and satellite network service delivery in over 180 countries, including the United States.

16. KORE Wireless has also won numerous awards and has become famous in its industry for its telecommunications services. Without limitation:

a. In 2007:

- Network World magazine named KORE Wireless among "Top Nine Wireless Companies to Watch";
- Connected World magazine listed KORE Wireless among its "Top 100 M2M Companies"; and
- KORE Wireless also received M2M magazine's "Silver Value Chain Award";

b. In 2008, Red Herring named KORE Wireless among the "100 Top Tech Startups in North America";

c. Between 2008 and 2011, KORE Wireless was listed among M2M magazine's "Top M2M Companies";

d. In 2010, KORE Wireless won M2M Evolution's "Product of the Year" award;

e. In 2011, KORE Wireless won Connected World magazine's "Gold Value Chain Award";

f. Between 2011 and 2012, Mobiletrax awarded KORE Wireless its Mobility Award in the Enterprise Mobility/Machine-to-Machine (M2M) category;

g. In 2012:

   - KORE PRISMPRO was selected as M2M Evolution's "Best Platform for Service Providers"; and
   - KORE Wireless was named among Connected World magazine's "Top 100" and received two "Silver Value Chain Awards";

h. In 2013, KORE Wireless was named among Connected World magazine's "Top 100" and received three "Gold Value Chain Awards";

i. In 2014, KORE Wireless received:

   - The "A-List Award" from Compass Intelligence; and
   - A "Gold Value Chain Award" from Connected World magazine; and

j. In 2015, KORE Wireless:

   - Received M2M Evolution's IoT Excellence Award;
   - Was recognized as the Most Innovative IoT/M2M Strategy (Service Provider) at the Light Reading 2015 Leading Lights Awards; and

- Received the IoT Evolution Expo Battle of the Platforms Award for its KORE PRISMPRO software in the "best implementation support" category.

17. KORE Wireless continues to expand its service offerings every day. As a result, it is well-known as a one-stop-shop for all manner of telemetry, telematics, M2M telecommunications, messaging, and communications technology services.

The KORE Marks

18. To market and promote itself and its services, KORE Wireless adopted, and has been continuously using, a family of KORE-centric service marks for all of its services.

19. Each of these marks contains the dominant component "KORE," which is arbitrary with respect to KORE Wireless' services, and thus, a strong and inherently distinctive trademark.

20. The additional components of these marks are descriptive or suggestive, meaning that consumers are likely to focus on the "KORE" component of the marks.

21. Without limitation, KORE Wireless owns the following federal trademark registrations for KORE-centric marks on the Principal Register in the United States in Classes 38 and 42:

a. U.S. Reg. No. 3,486,469 for KORE TELEMATICS (word mark) for "provision of wireless communications services, excluding retail cellular telephone services, for use in telemetry and telematics applications for use in vehicle location and tracking, point of sale and vending, asset tracking, personal security, healthcare, energy management, environmental services, and industrial monitoring" in Class 38;

b. U.S. Reg. No. 3,932,697 for KORE M2M (word mark) for "provision of wireless communications services, excluding retail cellular telephone services, for use in telemetry and telematics applications for use in vehicle location and tracking, point of sale and vending, asset tracking, personal security, healthcare, energy management, environmental services, and industrial monitoring" in Class 38;

c. U.S. Reg. No. 4,493,247 for KORE GLOBAL CONNECT (word mark) for "providing wholesale access to cellular and other commercial wireless telecommunications networks for use in vehicle location and tracking, point of sale and vending, asset tracking, personal security, healthcare, energy management, environmental services, and industrial monitoring using telemetry and telematics applications" in Class 38; and

d. U.S. Reg. No. 3,920,952 for KORE PRISMPRO (word mark) for "computer services, namely, providing a web-based system and online portal for customers to remotely manage, administer, modify, and control end-user devices, data, and software applications on commercial wireless communications networks" in Class 42.

22. KORE Wireless has continuously used these marks for many years, and as a result, the marks have gained a high degree of acquired distinctiveness.

23. KORE Wireless has also developed strong common-law rights in the foregoing KORE-centric marks, the word KORE and the KORE word and design mark (shown below) for a variety of wireless, satellite, technology, messaging, and telecommunications services, including M2M telecommunications.

24. KORE Wireless established these common-law rights by, without limitation, investing heavily in advertising, marketing, and promoting its services under the KORE-centric marks; using both KORE and the KORE word and design mark prominently, in a trademark sense, in advertising, marketing, and promoting its services; and, over time, becoming known to consumers simply as "KORE" (the natural and unavoidable abbreviation of KORE Wireless and the other KORE-centric marks).

25. Moreover, as a result of these activities and the fame KORE Wireless has developed as an industry leader, the KORE-centric trademarks have become famous as a matter of law.

26. Upon information and belief, KORE Wireless' common-law rights in the KORE-centric marks, including the word KORE and the KORE word and design mark, will grow as KORE Wireless expands its technology and M2M telecommunications services under those marks.

27. Therefore, to protect its existing rights and preserve its expansion rights, KORE Wireless applied to register the mark KORE and KORE word and design mark on the Principal Register. *See* U.S. Serial No. 86/575,431 for KORE (word mark) and U.S. Serial No. 86/575,432 for the KORE word and design mark (shown above), both for:

a. Providing access to wireless, satellite, and cellular telecommunications networks; providing wholesale access to data telecommunications networks;

voice telecommunications services for industrial, commercial, healthcare, and transportation applications; machine to machine telecommunications services provided via wireless, satellite, and cellular networks; telemetry services provided via wireless, satellite, and cellular telecommunications networks; consulting services in the fields of telecommunications networks; data telecommunications services for industrial, commercial, healthcare, environmental monitoring, utilities consumption monitoring, point of sale, credit card processing, debit card processing, payment processing, automatic bank teller (ATM) security, asset tracking, GPS location, remote monitoring, vehicle tracking, and transportation applications; wireless multimedia and interactive telecommunication services, namely, Internet connectivity and portal services, wireless digital messaging and e-mail services (Class 38); and

b. Network device certification services, namely, testing, analysis, and certification of communications devices for use on telecommunications networks; technical support services in the field of telecommunications networks; providing temporary use of nondownloadable computer software that allows users to remotely manage, deploy, administer, modify, and control end-user devices, data, and software applications on commercial wireless communications networks (Class 42).

KORE Wireless is already offering the foregoing services under the KORE and KORE word and design marks, and has been doing so continuously since at least as early as 2006.

28. As described below, there is a barrier to KORE Wireless' right to register its KORE and KORE word and design marks on the Principal Register. Moreover, KORE

Wireless' federal and common-law rights are being threatened and diluted by a suite of confusingly similar "KORE" marks for related services, all aimed at enhancing business productivity through technology, messaging, and the Internet—just like KORE Wireless' services.

Defendant's Confusingly Similar "KORE" Marks

29. In or about July 2015, KORE Wireless learned that Defendant was planning to adopt and begin using KORE-centric marks of its own. At that time, KORE Wireless was using its KORE-centric marks for all the applied-for and registered services described above, and had been doing so continuously for many years. Furthermore, the KORE Wireless KORE-centric marks had already become famous, as that term is defined under applicable trademark law.

30. KORE Wireless uncovered Defendant's plans when the U.S. Patent and Trademark published Defendants' similar-looking and -sounding KORE trademarks for opposition and/or cited them against KORE Wireless' own pending applications. *See* U.S. Serial Nos. 86/559,408 for KORE WORKFLOWS (word mark), 86/559,390 for KORE FLOWS (word mark), 86/508,575 for KORE MESSAGING PLATFORM (word mark), 86/508,568 for KORE MESSAGING (word mark), 86/508,548 for KORE word and design mark, 86/508,491 for KORE (stylized), and 86/508,475 for KORE (word mark) for:

a. Downloadable software for secure messaging and data transfer using instant messaging and e-mail systems, and for secure data management; enterprise-grade messaging computer software platform for communication, collaboration and commerce between people, teams, business and systems; computer software platform for business messaging and execution of business processes, thus enhancing productivity (Class 9); and

b. Providing a website featuring technology that allows secure data management; Software as a Service (SAAS) services featuring software platform for business messaging and execution of business processes, thus enhancing productivity (Class 42).

During the relevant time period, none of the marks of Defendants' applications were in use. As a result, Defendant filed each of the applications based on the Trademark Act, Section 1(b) (intent to use).

31. In or about February 2016, Defendant began using and displaying its confusingly similar KORE marks:

a. On its interactive website, www.kore.com;

b. As the sole component of the domain name used to host that website, KORE.COM;

c. At industry conferences throughout the country, including in New York; and

d. In its other advertising, marketing, and promotional materials;

all of which appeal to, and are geared towards, many of the same consumers as KORE Wireless' services.

32. The consumer overlap is not surprising, because the parties' services are identical, similar, or legally related, in that, without limitation: (i) they both rely on the Internet and network-connected devices to enable communications (namely, messaging) between humans and machines, and upon information and belief, machines and machines; (ii) they have as their goal the use of technology, specifically, messaging, to streamline workplace operations and enhance workplace productivity; and (iii) they rely on Internet- and network-connected electronic devices to transmit information across telecommunications networks, including messages over the internet.

33. More broadly, the parties' services are identical, similar, or legally related, because consumers would naturally expect such services to originate from a single party under a single mark, for the reasons discussed above.

34. Defendant also recently filed two additional applications to register KORE-centric marks on the Principal Register. *See* U.S. Serial Nos. 86/958,262 for KOREBOT (word mark) for "computer software that serves as a virtual agent that enables persons to accomplish tasks across disparate applications and systems; instant messaging, information sharing, networking and collaboration between individual users, among members of discrete groups, such as teams within an organization, among individuals and teams across entire organizations available for use on a smartphone, tablet or computer" in Class 9, and 86/960,081 for KORE (word mark) for:

a. Business collaboration services and subscription management service, namely, providing a computer-based networking web site featuring collaboration, message control, and hots, to provide a secure method for persons to communicate and share information with others; subscription management services that streamline business workflows and communications to accomplish tasks across disparate applications and systems (Class 35); and

b. Providing messaging and networking service, accessible via website and mobile device application that enables instant messaging, sharing, networking and collaboration between individual consumer users among members of discrete groups, such as teams within an organization and amongst individuals and teams across entire organizations through a secure platform that gives users control over their privacy and content (Class 45);

35. These marks are also confusingly similar to KORE Wireless' prior-established and prior-registered KORE-centric service marks, for the reasons set forth above. The applied-for services are also identical, similar, or legally related for the same reasons discussed above.

36. Additionally, the parties' respective marks are confusingly similar because, without limitation:

a. the word "KORE" is the dominant or sole component of both parties' marks;

b. the wording "KORE" is spelled and pronounced identically in both parties' marks, and upon information and belief, creates an identical commercial impression with respect to the parties' services;

c. the parties' services are identical or closely related, as discussed above;

d. the word "KORE" is strong as a trademark and highly distinctive when applied to technology services. As a result, consumers are apt to focus on it and are likely to become confused;

e. the parties target the same or a similar class of consumers. Those consumers exist across all industries and use technology, the Internet, networks, and computing and other electronic devices to increase communication within business and enhance productivity. The services rely on communications or messages being efficiently and accurately transmitted across the Internet and computing networks using Internet- and network-connected electronic devices. A substantial number of those consumers are located in New York City within this judicial district.

37. The foregoing similarities make it highly likely that consumers of the parties' products and potential consumers will become confused, mistakenly believing that KORE Wireless' services originate with Defendant, or vice versa, or that there is some association, sponsorship, license, or affiliation between the parties when there is not.

Defendant's Adoption and Use are Willful

38. Defendant just recently began using KORE marks, whereas KORE Wireless has been continuously using its KORE-centric marks for over a decade for identical, similar, or legally related services.

39. Upon information and belief, Defendant knew when it selected its KORE-centric marks that KORE Wireless was already using KORE-centric marks for telecommunications services.

40. Indeed, there is no way Defendant could not have known about KORE Wireless' KORE-centric marks, because KORE Wireless and its marks are famous, and Defendant entered an industry in which KORE Wireless was already a global leader and enjoyed a global reputation.

41. Upon information and belief, Defendant filed its applications to register its KORE-centric marks at a time when it knew about KORE Wireless' telecommunications services under the KORE Wireless KORE-centric marks.

42. Upon information and belief, Defendant filed its applications to register its KORE-centric marks at a time when it knew about KORE Wireless' common-law rights and its federally registered marks.

43. Upon information and belief, any clearance search for the mark KORE in the relevant trademark classes in the United States after 2006 would uncover KORE Wireless' KORE marks.

44. Upon information and belief, Defendant adopted its KORE-centric marks with full knowledge and an intent to "piggyback" on, and trade off of, KORE Wireless' established reputation and goodwill.

45. As a result, Defendant's conduct is willful, as that term is defined in the Lanham Act and under New York law.

Defendants' Activities Have Been Causing Irreparable Harm to KORE Wireless

46. Because of Defendant's conduct, KORE Wireless has been suffering, and is highly likely to continue suffering, irreparable harm.

47. As detailed above, KORE Wireless is a leader in the M2M telecommunications field, its trademarks are famous, and each KORE Wireless KORE-centric mark enjoys a strong reputation and a large amount of goodwill among consumers.

48. Consumers of KORE Wireless' services, or M2M telecommunications services in general, are likely to be confused into thinking that Defendant's services originate with KORE Wireless and vice versa. KORE Wireless' reputation and the goodwill associated with its marks may be damaged and diluted in a way that is incalculable and unquantifiable. Such reputational damage and damage or dilution to goodwill can be accomplished instantaneously, but can take months or years to repair, if it can be repaired at all.

49. If KORE Wireless' reputation and goodwill suffer as a result of being unable to control the quality of services offered under marks associated with its name, then it may no longer be able to attract new customers or continued business from existing customers. In turn, it may be unable to continue to innovate in the M2M telecommunications industry, as it has been doing for years.

The Pending T.T.A.B. Proceeding

50. Prior to this lawsuit, to prevent damage to its trademarks and potential consumer confusion, KORE Wireless filed a Notice of Opposition to the registration of Defendant's KORE-centric trademarks on the Principal Register. *See* T.T.A.B. Opp. No. 91225028. The Notice of Opposition was filed before Defendant's marks were in use for any services, which is further evidence of willfulness.

51. KORE Wireless opposed Defendant's application on the basis of its prior federal registrations and prior use in commerce of the KORE and KORE word and design marks.

52. Through the opposition, which is still pending, KORE Wireless desired to block registration of Defendant's KORE-centric marks, and thereby preserve KORE Wireless' rights via the Principal Register.

53. The prevention of the registration of Defendant's KORE-centric marks on the Principal Register is also a key component of the instant lawsuit.

COUNT I – Infringement of Registered Trademarks

Section 23(I) of the Lanham Act, 15 U.S.C. § 1114

54. KORE Wireless repeats and re-alleges the allegations set forth above as though fully set forth herein.

55. By its conduct described above, Defendant has been infringing KORE Wireless' rights in and to the registered KORE-centric service marks, which have been continuously used in commerce in the United States in connection with technology and telecommunications services for over a decade.

56. At all relevant times, Defendant was aware of KORE Wireless' prior rights in and to the registered KORE-centric service marks and of the confusingly similar nature of the KORE-centric marks, which Defendant knowingly selected, adopted, and began using for related and/or competing technology and telecommunications services.

57. At the very least, Defendant acted with willful blindness or reckless indifference to KORE Wireless' rights.

58. Defendant's use of the KORE-centric marks in connection with its technology services is likely to create consumer confusion and deception in the marketplace.

59. As a result of this misconduct, KORE Wireless has been, is, and will continue to be irreparably harmed—that is, unless and until Defendant is enjoined and restrained by this Court.

60. KORE Wireless has no adequate remedy at law because, without limitation, (a) the KORE-centric marks are unique and valuable property that have no readily determinable market value; (b) Defendant's infringement constitutes harm to KORE Wireless, such that KORE Wireless could not be made whole by any monetary award; (c) if Defendant's willful infringement is allowed to continue, the public will become even further confused, mistaken, or deceived as to the source of origin of the parties' services; and (d) Defendant's willful conduct and the resulting damage to KORE Wireless is continuing.

61. In light of the above, KORE Wireless is entitled to appropriate damages for trademark infringement and an injunction prohibiting Defendant from using KORE-centric marks for technology and/or telecommunications services in the United States. KORE Wireless is further entitled to the costs of this action, or, at KORE Wireless' option, statutory damages pursuant to 15 U.S.C. § 1117(c).

Count II – Infringement of Common-Law Trademarks

Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)

62. KORE Wireless repeats and re-alleges the allegations set forth above as though fully set forth herein.

63. KORE Wireless advertises, markets, and promotes its established technology and telecommunications services under the well-known and equally established KORE and KORE word and design marks. Such the mark KORE and the KORE word and design mark are means by which consumers distinguish KORE Wireless services from competing and related services.

64. Defendant's willful misconduct described above infringes KORE Wireless' common-law rights in and to the KORE and KORE word and design marks for technology and telecommunications services, both of which have been continuously used by KORE Wireless for many years, and in any event, before Defendant began using its KORE-centric marks or filed its intent-to-use applications to register them.

65. At all relevant times, Defendant was aware of KORE Wireless' prior rights in and to the mark KORE and the KORE word and design marks, and of the confusingly similar nature of their KORE-centric marks, which they knowingly selected for related and/or competing technology and telecommunications services.

66. At the very least, Defendant acted with willful blindness or reckless indifference to KORE Wireless' prior common-law rights.

67. Defendant's use of the KORE-centric marks in connection with its technology services is likely to create consumer confusion and deception in the marketplace.

68. As a result of this misconduct, KORE Wireless has been, is, and will continue to be irreparably harmed—that is, unless Defendant is enjoined and restrained by this Court.

69. KORE Wireless has no adequate remedy at law because, without limitation, (a) the KORE and KORE word and design marks are unique and valuable property that have no readily determinable market value; (b) Defendant's infringement constitutes harm to KORE Wireless, such that KORE Wireless could not be made whole by any monetary award; (c) if Defendant's willful infringement is allowed to continue, the public will become even further confused, mistaken, or deceived as to the source of origin of the parties' services; and (d) Defendant's willful conduct and the resulting damage to KORE Wireless is continuing.

70. In light of the above, KORE Wireless is entitled to appropriate damages for trademark infringement and an injunction prohibiting Defendant from using KORE-centric marks for technology and/or telecommunications services in the United States.

Count III – False Designation of Origin and Unfair Competition

Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)

71. KORE Wireless repeats and re-alleges the allegations set forth above as though fully set forth herein.

72. By its conduct described above, Defendant has infringed KORE Wireless' rights in and to the registered KORE-centric service marks, and the common-law marks KORE and the KORE word and design mark, which have been continuously used in commerce in the United States in connection with technology and telecommunications services for over a decade.

73. At all relevant times, Defendant was aware of KORE Wireless' prior rights in and to the registered and common-law KORE-centric service marks and of the confusingly similar nature of Defendant's KORE-centric marks, which Defendant knowingly selected for related and/or competing technology and telecommunications services.

74. At the very least, Defendant acted with willful blindness or reckless indifference to KORE Wireless' rights.

75. Defendant's willful conduct described above constitutes (a) false designation of origin, (b) false or misleading description, and/or (c) false or misleading representations that the technology and telecommunications services offered by Defendant originate with KORE Wireless, and vice versa, or that the parties are somehow affiliated or associated, when they are not.

76. As a result of this misconduct, KORE Wireless has been, is, and will continue to be irreparably harmed—that is, unless Defendant is enjoined and restrained by this Court.

77. For the reasons set forth above, KORE Wireless has no adequate remedy at law.

78. In light of the above, KORE Wireless is entitled to appropriate damages for trademark infringement and an injunction prohibiting Defendant from using KORE-centric marks for technology and/or telecommunications services in the United States. KORE Wireless is further entitled to the costs of this action, or, at KORE Wireless' option, statutory damages pursuant to 15 U.S.C. § 1117(c).

Count IV – Trademark Dilution

Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c)

79. KORE Wireless repeats and re-alleges the allegations set forth above as though fully set forth herein.

80. KORE Wireless owns and has continuously used, on an exclusive basis, a suite of KORE-centric trademarks for technology and telecommunications services, including the mark KORE and a KORE word and design mark.

81. KORE Wireless' above-described marks have become so well-recognized by the relevant consuming public that such marks qualify as famous under the Federal Trademark Dilution Act of 1995.

82. Defendant's unauthorized use of these famous trademarks, or confusingly similar variations thereof, in their business dealings and advertisements has diluted and will continue to dilute KORE Wireless' marks' distinctive quality and the goodwill associated therewith.

83. As a result of the foregoing, Defendant has committed dilution by blurring of KORE Wireless' above-described marks, and KORE Wireless is entitled to appropriate damages

for trademark dilution and an injunction prohibiting Defendant from using KORE-centric marks for technology and/or telecommunications services in the United States. KORE Wireless is further entitled to the costs of this action, or, at KORE Wireless' option, statutory damages pursuant to 15 U.S.C. § 1117(c).

Count V – Denial of Defendant's Applications to Register KORE-Centric Marks on the Principal Register in the United States

Section 38 of the Lanham Act, 15 U.S.C. § 1120

84. KORE Wireless repeats and re-alleges the allegations set forth above as though fully set forth herein.

85. As set forth above, KORE Wireless owns prior common-law rights and numerous federal registrations on the Principal Register for KORE-centric marks, including the word mark KORE, that predate (a) Defendant's use of its confusingly similar KORE marks, and (b) the filing dates of Defendant's intent-to-use applications to register such marks on the Principal Register. Thus, Defendant is not entitled to registration of its KORE-centric marks on the Principal Register, pursuant to the Trademark Act, Section 2(d).

86. The registration of Defendant's KORE-centric marks on the Principal Register would cause damage and harm to KORE Wireless, because registration would give Defendant at least a *prima facie* right to continue using such marks and, thus, continue its willful trademark infringement of KORE Wireless' marks.

87. Moreover, Defendant's pending trademark applications have been cited against, and are blocking, KORE Wireless' applications to register its prior common-law marks, KORE and the KORE word and design mark, for technology and telecommunications services.

88. As a result of the foregoing, KORE Wireless has been, and will continue to be, irreparable harmed, both in terms of its reputation and its valuable KORE-centric service marks. KORE Wireless has no adequate remedy at law.

89. In light of the foregoing, this Court should issue an order pursuant to the Lanham Act (i) determining that Defendant's applied-for KORE-centric trademarks cannot proceed to registration on the Principal Register; (ii) ordering that these applications be denied registration on the Principal Register; (iii) certifying the order denying registration upon the records of the U.S. Patent and Trademark Office; and (iv) granting KORE Wireless such other and further relief that is just and proper, including but not limited to recovery of all damages KORE Wireless has sustained, is sustaining, or will sustain, and all gains, profits, and advantages, obtained by Defendant as a result of its applications, in an amount not yet known but to be determined at trial, and the costs of this action.

Count VI- New York Unfair Competition

90. KORE Wireless repeats and re-alleges the allegations set forth above as though fully set forth herein.

91. Defendant's conduct described above constitutes unfair competition under New York law. Without limitation, Defendants have adopted a service mark in connection with technology and telecommunications services that is likely to be confused with KORE Wireless' prior registered and prior common-law trademarks.

92. KORE Wireless has been, is, and will continue to be irreparably harmed by Defendant's conduct—that is, unless Defendant is enjoined and restrained by this Court.

93. As set forth above, KORE Wireless has no adequate remedy at law.

94. In light of the foregoing, KORE Wireless is entitled to an injunction prohibiting Defendant from using KORE, or any similar term or mark, in connection with technology or telecommunications services, and to recover from Defendant all damages KORE Wireless has sustained, is sustaining, or will sustain, and all gains, profits, advantages, etc., obtained by Defendant as a result of its infringing acts, in an amount not yet known but to be determined at trial, as well as costs, expenses, and attorneys' fees and such other and further relief this Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff KORE Wireless demands judgment against Defendant as follows:

1. For an order enjoining and restraining Defendant, its affiliates, subsidiaries, parents, and respective officers, directors, agents, servants, attorneys, employees, and assigns, and all persons in active concert or participation with them, and mandating that

Defendant forever cease and desist, and refrain in the future from, in the United States:

a. Using the term KORE as a mark in connection with any marketing, advertisement, promotion, offer to sell, or sale of any technology or telecommunications services;

b. Imitating, copying, or making unauthorized use of KORE Wireless' KORE-centric marks, including the KORE word mark, including as all or part of any trademark or service mark, or as a trade name or business name;

c. Selling, offering for sale, advertising, promoting or displaying any service bearing any unauthorized reproduction, copy, or colorable imitation of any KORE-centric mark;

d. Engaging in any other activity that is intended to, or has the effect of, infringing KORE Wireless' KORE-centric trademarks, or that causes Defendant or any other person to unfairly compete with KORE Wireless in any way; and

e. Forming or causing to be formed any other corporation, partnership, association, or other entity, for the purpose of engaging in any of the above activities, or for evading, avoiding, circumventing, or otherwise violating the prohibitions set forth above.

2. For judgment that:

a. Defendant has violated Section 32(I) of the Lanham Act;

b. Defendant has violated Section 43(a) of the Lanham Act;

c. Defendant is not entitled to registration on the Principal Register of its KORE-centric marks that are the subject of Defendant's pending trademark applications; and

d. At all times, Defendant acted in bad faith, willfully, intentionally, and/or with reckless disregard to KORE Wireless' rights.

3. For an order:

a. Sustaining KORE Wireless' opposition, and denying or refusing to register Defendant's pending trademark applications, namely, U.S. Serial Nos. 86/559,408 for KORE WORKFLOWS (word mark), 86/559,390 for KORE FLOWS (word mark), 86/508,575 for KORE MESSAGING PLATFORM (word mark), 86/508,568 for KORE MESSAGING (word mark), 86/508,548 for KORE word and design mark, 86/508,491 for KORE (stylized), 86/508,475 for KORE (word mark), 86/958,262 for KOREBOT (word mark), and 86/960,081 for KORE (word mark); and

b. Directing the Director of the U.S. Patent and Trademark Office to make appropriate entry on USPTO records that the above applications may not proceed to registration.

4. For an order requiring Defendant to account for and pay over to KORE Wireless all profits realized by their wrongful acts and directing that such profits be trebled, since Defendant's actions were willful;

5. For an order awarding KORE Wireless its costs and reasonable attorneys' fees and investigative fees and expenses, together with prejudgment interest, and the costs of the pending T.T.A.B. Opposition proceeding.

6. For an order awarding KORE Wireless such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff KORE Wireless respectfully demands a trial by jury on all claims and issues so triable.

Dated: New York, New York

September 13, 2016

Respectfully submitted,

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